

4 Section 1 – Section 3

INTERCITY TELECOMMUNICATIONS SERVICES

1. APPLICATION OF TARIFF

This tariff applies to intercity telecommunications services furnished by Sprint Communications Company L.P. ("Carrier") between and among points within the Commonwealth of Kentucky in conjunction with Carrier's interstate telecommunications services originating and terminating in Kentucky in accordance with the conditions which are set forth below and are consistent with orders of the Kentucky Public Service Commission. These services are also provided in conjunction with services under Carrier's federal tariffs.

ISSUED:
12-08-93

Donald R. Fowler
Manager - State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

EFFECTIVE:

01-10-94

JAN 10 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Shirley H. Miller
PUBLIC SERVICE COMMISSION MANAGER

INTERCITY TELECOMMUNICATIONS SERVICES

2. TERRITORY**.1 SPRINT**

Intercity telecommunications services are available for origination within the Commonwealth of Kentucky. Origination of switched access products is not available in those exchanges which have not been converted to equal access.

ISSUED:
12-08-93

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BY: 
PUBLIC SERVICE COMMISSION MANAGER

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS**

Unless otherwise specified, the following Terms and Conditions apply for all business and residential services provided by the Company. (N)
(N)

3.1 Definitions

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below. (T)

Authorization Code

The term "Authorization Code" denotes code(s) given to subscribers which, when dialed in proper sequence, identifies the subscriber for billing and applicable discount purposes.

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the subscriber to be connected to the service of the subscriber.

Automatic Number Identification (ANI)

The term "Automatic Number Identification-ANI" refers to the calling telephone number (NPA-NXX-XXXX) identification which will be forwarded to the Company's network by the local exchange company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B (FGB) direct or Feature Group D (FGD) interconnections are used to gain access to the Company's switched telecommunications services. (T)
(T)

Band

The term "Band" represents the spectrum of frequencies within two definite limits.

Business Sense

The term "Business Sense" denotes an integrated business platform of switched voice and data services designed to meet the communications needs of small business Customers.

Carrier (a.k.a. Company)

The term "Carrier" refers to Sprint Communications Company L.P. (T)
(T)

ISSUED:
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State Tariffs
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SECTION 9 (1)**

By  **EFFECTIVE:**
11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.1 Definitions (continued)****Casual Caller**

The term "Casual Caller" denotes any person who uses SPRINT Service from an equal access end office who does not have a current account with the Company, to include: (T)

- .1 Any Person who has not established an account with the Company who places calls over the Company's network from an equal access area. (T)
(T)
- .2 Any person located in an equal access area who voluntarily terminated their Company account but continues to make calls over the Company's network. (T)
- .3 Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Sections 3.11 and 3.12 but continues to make calls on the Company's network. (T)
- .4 New or allocated Customers whose accounts are not yet established in the Company's billing system. (T)

These Terms and Conditions along with the Casual Caller Rates found in Section 5.1.4 of this Tariff apply to all calls made by Casual Callers. By placing a call on the Company's network, a Casual Caller accepts and agrees to the Casual Caller Terms and Conditions and Rates. The Company will continue to file tariffs with the Kentucky Public Service Commission that apply to Casual Callers who use dial-around 1+ Services. Casual Caller Rates are generally higher than the Company's basic rates or calling plan rates. (T)
(T)

If the Company charges a Customer Casual Caller rates in error, or through an error by the local telephone company, the account will be credited for the erroneous charges. (T)

Centrex

The term "Centrex" denotes PABX service that makes Customer's PABX part of the local exchange company's (LECs) central office (CO) numbering plan. Equipment may be located on Customer's premises (CU) or, most commonly, at the LEC CO.

Channel


The term "Channel" denotes a path for electrical transmission between two (2) or more points having bandwidth and termination of a subscriber's own choosing.

Channel Bank

The term "Channel Bank" refers to the equipment required for conversion between analog to digital signals and to accomplish multiplexing functions.

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Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.1 Definitions (continued)**Channel Service Unit (CSU)

The term "Channel Service Unit" denotes the pieces of equipment required to allow the Company to monitor and test T-1 circuits on an on-going basis. For every T-1 access line, two (2) CSUs are required, one at the subscriber's premises and one at the Company's switch. (T)

Co-located T-1 Access

The term "Co-located T-1 Access" refers to the access arrangement which does not make use of local exchange company (LEC) facilities and is available to the Company Customers whose premises are located in the same location as the Company's Point-of-Presence (POP). (T)

Common Control Switching Arrangement (CCSA)

The term "Common Control Switching Arrangement" denotes private switched service network that directs station-to-station network inward and outward dialing and other features similar to those normally provided by the public telephone network.

Company

The term "Company" refers to Sprint Communications Company L.P. (N)

Customer (a.k.a Subscriber)

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff. (T)

Dedicated Access Line (DAL)

The term "Dedicated Access Line" denotes a dedicated communications channel from the Customer's premise that terminates at the Company's local Point-of-Presence (POP). (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Enhanced Private Switched Communications Service (EPSCS)

The term "Enhanced Switched Communications Service" denotes a switched private-line offering which provides additional services to CCSA services.

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

Exemption Certification

The term "Exemption Certification" denotes a written notification provided by the subscriber certifying that his dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting the Company's service with the local exchange company's (LECs) network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charge.

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Hierarchy Billing

The term "Hierarchy Billing" denotes the Company's flexible, Customer-defined invoicing. (T)
Customers can choose where their invoices are sent, who is to receive each invoice,
whether to have all services invoiced together, invoiced separately, or in any combination
thereof. The Customer can select the data format for their invoice and call detail.

Holidays

The term "Holidays" denotes all Company-specified holidays. Company-specified holidays (T)
are: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas
Day. Normal time of day charges apply for calls placed on holidays.

Intercity Channels

The term "Intercity Channels" denotes those channels derived from the Company's network (T)
to provide communications capability between cities.

Intercity Circuit

The term "Intercity Circuit" denotes a circuit, created by the Company by means of multiplex (T)
equipment, between the Company's switches which are shared by subscribers. Shared intercity (T)
circuits will consist of identifiable and discrete circuits between a given city city-pair.

Intercity Mileage

The term "Intercity Mileage" denotes the mileage, measured as the shortest distance
between any two of the Company's Points-of-Presence (POPs) using the telephone industry (T)
standard rate centers ("V" & "H") coordinates associated with said Company's offices. (T)

IntraLATA PIC (ILP)

The carrier the Customer chooses to carry their IntraLATA calls.

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.1 Definitions (continued)****Local Access Transport Area (LATA)**

The term "Local Access Transport Area" denotes a geographical area established by the U. S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company (LEC) provides communication services.

Local Distribution Area (LDA)

The term "Local Distribution Area" denotes a geographically contiguous area surrounding the Company's Point-of-Presence (POP). (T)

Local Distribution Facility (LDF)

The term "Local Distribution Facility" denotes the channel used to connect the Company's Point-of-Presence (POP) to the subscriber's premises. Normally, this channel will have a network terminal on one end (Company's office) and a subscriber terminal on the other end (subscriber's premises). (T)

Location

The term "location" denotes a physical premise to or from which the Company provides service. In instances where a Customer obtains services from the Company at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location in which a Customer owns or leases, or which is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Customer. All locations other than "associated" locations will be considered "non-associated" locations. At those locations defined as "non-associated," the Customer (or plan sponsor) will be responsible for providing billing and Customer service functions for all such locations and must accept financial responsibility for charges incurred by all "non-associated" locations in the event of non-payment to the Company. The Customer (or plan sponsor) in selling or servicing its "non-associated" locations shall not use the Company's name or logo in any promotional materials, contracts, service bills, etc., without expressed written permission from the Company. In addition, the Customer shall not reference the Company in an underlying manner, such as, "We use the Big Three," in such communications. (T)

Normal Work Hours

The term "Normal Work Hours" denotes the time after 8:00 AM and before 5:00 PM Monday through Friday excluding holidays. (T)

Off-Net

The term "Off-Net" denotes origination or termination of calls over normal shared-use facilities. (T)

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Executive Director**

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Off-Network Access Line (ONAL)

The term "Off-Network Access Line" denotes a facility leased by the Company and used in common by the subscriber to gain entrance to and/or exit from the Company network.

(T)

(T)

On-Net

The term "On-Net" denotes origination or termination of calls over dedicated facilities.

Other Common Carrier (OCC)

The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission (FCC) to provide domestic or international communications services.

(M)

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(M) Material previously appearing on this sheet now appears on Sheet 13.

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Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Point-of-Presence (POP)

The term "Point-of-Presence" denotes a point on the Company's system where the intercity communications channels and local distribution facilities (LDF) are terminated within that LATA. Other functions such as switching, coordination, testing, and connections with subscriber-provided communications channels may also be performed at these points. (T)

Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.). (M)

PRIVATE LINE Service

The term "PRIVATE LINE Service" denotes non-switched point-to-point interLATA service(s) over fully dedicated lines at a fixed monthly rate. (M)

Purchase Refresh

Some Sprint Prepaid PhoneCards have a "recharge" feature whereby the consumer may add increments of minutes or dollars, in the format of the original card, to their phone card by calling the 800 number on the back of the card. Consumers may add up to \$100 one time in a 24-hour period. Additional time must be paid for by the consumer with a major credit card and will be added to the prepaid card once the credit card has been verified. The recharge rates will equal the rates of the prepaid card at the time of purchase unless otherwise stated in this Tariff. (N)

(M) Material now appearing on this sheet previously appeared on 5th Revised Sheet 12.1

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Qualified Residential

Business Customer's employees, listed in the product section herein as qualified residential, may subscribe to the business Customer's service for satellite locations (e.g., from home). The satellite locations will receive the Customer's applicable underlying business rates as defined in this Tariff. The usage of the business Customer's employees' services will be invoiced to the business Customer and the business Customer will be financially responsible for payment of such employees' usage.

(M)

(M1)

(M)

(M1)

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Rate Periods

Rate periods are applicable as indicated in Section 3.14.

Real Solutions

The term "Real Solutions" denotes a packaged telecommunications service of voice and data services with switched and dedicated access facilities.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one invoice for each account assigned to the subscriber, or in the case of PRIVATE LINE Service, one invoice for each subscriber together with explanatory detail showing the derivation of the charges. Company employees and Customers of some services who have monthly service charges and/or usage that nets to \$0 will not be mailed a paper invoice. Invoice information for these services can be accessed via the Internet or by calling the Company.

(T)

(T)

Regular Voice-Grade Facility

The term "Regular Voice-Grade Facility" denotes a communications channel with a bandwidth of approximately 2,700 (300 to 3,000) Hertz. This is an analog business circuit, generally a non-switched dedicated access line (DAL).

Single Source Solutions

The term "Single Source Solutions" denotes a package of wholesale telecommunications voice and data products/services with switched and dedicated access facilities.

(M) Material now appearing on this sheet previously appeared on 4th Revised Sheet 12
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Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Service Group.1 For Sprint WATS

The term "Service Group" denotes one (1) or more access lines leased by the subscriber that are served by a single end office.

.2 For Sprint 800 Service

The term "Service Group" denotes a group of lines in a hunting arrangement used to terminate one (1) or more inbound-800 numbers.

Sprint Business Flex

The term "Sprint Business Flex" represents a flexible new calling platform, which integrates switched and dedicated voice and data services using a volume discount structure and is designed to meet the communications needs of small business Customers.

Sprint Clarity

The term "Sprint Clarity" denotes a product platform of integrated business services for inbound and outbound calling.

Sprint Premiere

The term "Sprint Premiere" denotes a product platform of integrated business services for large volumes of inbound and outbound calling.

SPRINT Service

The term "SPRINT Service" denotes toll-service offered by the Company. (T)

Subscriber

The term "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which contracts for service under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff. (T)

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11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Switch

The term "Switch" denotes an electronic device which is used to provide circuit routing and control.

T-1 Access Line

The term "T-1 Access Line" denotes a 1.544 mbps dedicated digital transmission connection furnished by the local exchange company (LEC) from a Customer's premise that terminates at the Company's Point-of-Presence (POP). This facility will provide the equivalent of twenty-four (24) voice channels. (T)

Traffic Aggregator

The term "Traffic Aggregator" denotes any person, firm, partnership, or corporation which furnishes a telephone for use by the public and includes, but is not limited to, telephones located in rooms, offices, universities, airports, and public pay or Customer-owned coin operator telephone locations.

Sprint 800 Service

The term "Sprint 800 Service" denotes an inbound-toll service offered by the Company for large volume users. (T)

Sprint WATS

The term "Sprint WATS" denotes an outbound-toll service offered by the Company for large volume users. (T)

VPN

The term "VPN" denotes communications services provided by the Company providing the functionality and capabilities of a private network through the use of shared transmission facilities and operated by a single, software-controlled management system. (T)

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11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.1 Definitions (continued)****WATS Access Line (WAL)**

The term "WATS Access Line" denotes a type of special access line which connects a customer from his designated premises to his equal access (Feature Group D) end office from which WATS (wide area telecommunications service) is provided.

(M)

WATS Access Line Extension (WALE)

The term "WATS Access Line Extension" denotes a type of special access facility which connects a customer from his designated premises to the nearest end office from which WATS is provided.

(M)

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BY: Stephen O. Bui
SECRETARY OF THE COMMISSION

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

- 3.2 Undertaking of the Company (T)
- .1 The facilities of the Company will be available as soon as practicable upon receipt of an order for service. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted. (T)
- .2 The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.3 Liability of the Company (T)**

- .1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing service, channels, or other facilities and not caused by the negligence of the subscriber, commences upon agreement to provide service and in no event exceeds an amount equivalent to the charges the Company would make to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability does not include avoidable damage to the subscriber's premises. For the purpose of computing such amount, a month is considered to have thirty (30) days. (T)
- .2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section 3.3.1. (T)
- .3 The Company will make no refund of overpayments by a subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discount will be adjusted based on the total monthly usage after all credits or adjustments have been applied. (T)
- .4 Limitation of Liability: The Company will not be liable to any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost projects, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. (T)
- .5 Y2K: Company Services will operate as specified in its agreement with Customer during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 defects in the Company's hardware, software or systems. Due to the interdependence among telecommunications, companies and the interrelationship with non-Sprint processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Sprint Services and non-Sprint Services used by the Customer. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.3 Liability of the Company (continued)**

(T)

.4 VPN/VPN Premiere

In addition to the above, the following terms apply:

- .1 Except for credit allowances for interruption as specified herein, the Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (T)
- .2 The Company shall not be liable for: (T)
- (a) Unlawful use or use by an unauthorized person of the Company's facilities and services. (T)
- (b) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at subscriber's premises;
- (c) Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities; (T)
- (d) Changes in any of the facilities, operations, services or procedures of the Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Company will endeavor to advise subscriber on a timely basis of such change. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.3 Liability of the Company (continued) (T).4 VPN/VPN Premiere (continued)

- .3 Subscriber shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in this Section 3.3 and arising in connection with the provision of service by the Company to subscriber, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify subscriber of any such suit or claim against the Company. The Company reserves the right to participate in the defense of any such suit or claim. (T)
- .4 The liability of the Company for any interruption or failure of service shall in no event exceed the credit allowance provided for herein. The Company shall not be liable to subscriber or any Authorized User for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for any failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder. (T)

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3. TERMS AND CONDITIONS (continued)**3.4 Use of Service**

Neither subscribers nor their authorized users may use the services furnished by the Company (T)
for any unlawful purpose. Use and restoration of the service furnished by the Company will (T)
be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

3.5 Minimum Service Period

(D)
(D)

A minimum period for service will be one month (30 days) for all services other than (T)
PRIVATE LINE Service, except where special construction is required, or as is otherwise (T)
Specified for a particular service.

.1 PRIVATE LINE Service (T)

For PRIVATE LINE Service, the minimum service period is dependent upon the
length of service commitment to which the subscriber agrees.

For minimum service term is ninety (90) days for the month-to-month CLEARLINE
1.5 Base Intercity Pricing Plan.

.2 VPN/VPN Premiere (T)**.1 Minimum Service Periods - Access Arrangements**

The minimum service period for components ordered by subscriber is 30 days.

.2 Minimum Service Periods - Other Charges

For leased facilities provided by an OCC, the minimum service period shall be the (T)
same as that minimum service period imposed upon the Company by the OCC. For (T)
services provided through Company-owned facilities, the minimum service period shall
be ninety (90) days.

.3 Real Solutions, Business Sense, and Sprint Business Flex (T)

The minimum service period is the commitment term, as chosen by subscriber.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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11/18/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

ISSUED:
11-16-05

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

By  **EFFECTIVE:**
11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.5 Minimum Service Period (continued)****.4 Single Source Solutions**

(T)

A minimum period for Single Source Solutions services will be one month (30 days), except where special construction is requested in which case the minimum period may be longer. Local access facilities are offered with a minimum commitment period of three (3) months. Alternative access facilities or local telephone company special construction requires a minimum commitment period to be defined via contractual agreement.

3.6 Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

(T)

(T)

3.7 Application of Service

The Company may require a subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. The Company's acceptance of an order for service to be provided an applicant whose credit has not been duly established may be subject to the provisions described in Section 3.9.

(T)

(T)

The Company may also require a signed authorization from the subscriber for additions to or changes in existing service for such a subscriber.

(T)

An application for service canceled by the subscriber or the Company prior to the establishment of the service applied for is subject to the provisions of Sections 3.11, 3.12, or 3.16.

(T)

.1 Stand-Alone Travel Card

The Company reserves the right to require the applicant to undergo a credit review. If the Company determines that the applicant does not pass its credit review process, the Company reserves the right to refuse service.

(T)

(T)

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11/18/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

**ISSUED:
11-16-05**

**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05**
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.8 Payment of Charges****.1 Returned Check Fee**

A charge of fifteen dollars (\$15.00) or applicable state return check charge, whichever is less, may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

.2 Billed Charges

(N)
(D)
|
(D)

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service. For miscellaneous services, subscribers will not be billed for the monthly recurring charges during the month subscriber's service commences.

(T)
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(T)

Except as otherwise specified in this Tariff, charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Subscribers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a subscriber will be the rates in effect on the first day of the subscriber's billing cycle.

(T)

Subscribers billed by a local exchange company (LEC) on behalf of the Company are responsible for any late-payment charges that the LEC may employ in its billing process.

(T)

If a Single Source Solutions subscriber does not give the Company written notice of a dispute with respect to the Company's charges within six months from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the subscriber.

(T)
(T)

The Company will cease billing the Special Access Surcharge upon receipt of an exemption certificate.

(T)

The Company will provide Reseller's with a call detail media containing the service usage of the Reseller's Resale End Users. The Company may, at its option, and without liability to Reseller, modify the format of the call detail media following 30 days written notice to the Reseller.

(T)
(T)

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SECTION 9 (1)**

**ISSUED:
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**State Tariffs
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Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05
Executive Director**

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.8 Payment of Charges (continued) (T).2 Billed Charges (continued) (N).1 PRIVATE LINE Service (T)

For billing of fixed charges, service is considered to be established on the day following the day in which the Company notified the subscriber of completion of installation and testing of the Company's channels and equipment. (T)

All recurring charges which are determinable in advance, including minimum charges, may be billed a month in advance of service (e.g., bills generated in January will cover the month of February) or in the current month and reflect the rates in effect as of the date of the invoice. Installation and other non-recurring charges are payable upon demand by the Company. (T)

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11-16-05

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SECTION 9 (1)

By  **EFFECTIVE:**
11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.8 Payment of Charges (continued)****.2 Billed Charges (continued)**

(N)

.2 VPN/VPN Premiere

(T)

- .1 Payment is due upon receipt by subscriber of a Company invoice. Installation charges will be billed on or after service installation; monthly recurring charges, which will begin to accrue on the date service commences, will be billed monthly in advance; usage charges, which will begin to accrue on the date after the use occurs; termination charges will be billed at the time of termination.

(D)

|

(D)

- .2 In the event that the Company's ability to commence or to continue to provide service in a timely manner is delayed or interrupted because of the non-performance by subscriber of any obligation set forth in Section 3.15, subscriber shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide service unless such non-performance is due to causes beyond subscriber's reasonable control, including, but not limited to, acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots, or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof.

(T)

(T)

(T)

.3 Partial Months

(T)

The charges from the commencement of service to the start of the first of the first month billing period, shall be the monthly recurring charges multiplied by the ratio of the number of days in such partial billing period to thirty (30) days. There will be no pro-ration of the monthly recurring charge for a partial month's service when a Customer cancels service.

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SECTION 9 (1)**

**ISSUED:
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**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05
Executive Director**

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.8 Payment of Charges (continued)****.3 Adjustment For Taxes and Fees****(T)**

When any municipality, other political subdivision, local agency of government, or the Kentucky Public Service Commission imposes upon and collects from Sprint Communications Company L.P. a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Sprint Communications Company L.P. Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public service commission.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, the Frequent Flyer Excise Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

(T)**(T)****.4 Late Fee****(T)**

Beginning with invoices issued after September 1, 1999, residential subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the Customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the Customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

(T)

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

**ISSUED:
11-16-05**

**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05**
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.8 Payment of Charges (continued)****.4 Late Fee (continued)****(T)**

Beginning with invoices issued after June 1, 2000, business subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the Customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the Customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

(T)**.5 Monthly Recurring Charges****(T)**

After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for partial month's service when a Customer cancels service.

(D)

**PUBLIC SERVICE COMMISSION
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11/18/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

**ISSUED:
11-16-05**

**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05**
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.9 Deposits

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held.

- .1 A deposit is not to exceed the estimated charges for two (2) months' service plus installation.
- .2 A deposit will be returned:
 - .1 When an applicant for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.
 - .2 At the end of six (6) months of satisfactory credit history.
 - .3 Upon the discontinuance of service, the Company will refund the subscriber's deposit (T) or the balance in excess of unpaid bills for the service.
- .3 The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.
- .4 The Company will pay interest on deposits pursuant to the rules and regulations of the (T) Commonwealth of Kentucky.

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11-16-05

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**PUBLIC SERVICE COMMISSION
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11/18/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By  **EFFECTIVE:**
11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.10 Interruption of Service**

It shall be the obligation of the subscriber to notify the Carrier of any interruption of service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber or is not in the wiring or equipment connected to the terminal of the Carrier.

- .1 WATS, 800 Services, PRIVATE LINE Services, Sprint Clarity[®], 800 Premieresm, SDS Premieresm, Real Solutionssm, Business Sensesm, Resale Solutions, and Sprint Business Flexsm

(N)

When services are interrupted, credit is allowed on demand to the Carrier, computed as set forth below, provided such interruption is not shown by the Carrier to have been caused by the negligence or willful action of the subscriber, or any other person at the subscriber's terminal location, or is not caused by the failure of the subscriber's equipment or power supply.

Credit is computed for an interruption of thirty (30) continuous minutes or more at the rate of 1/1440 of the monthly charge for each thirty (30) continuous minutes or major fraction thereof that the interruption continues. For PRIVATE LINE Service an interruption period begins when the subscriber releases the circuit to Sprint for fault isolation and testing and ends when the circuit is returned to the subscriber. For other services, an interruption is measured from the time the Carrier detects trouble, or when the subscriber notifies the Carrier of the interruption by an expeditious means, until the trouble is cleared. No credit will be given for an interruption of service less than thirty (30) continuous minutes. The credit for a monthly billing period shall not exceed the monthly rate.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

OCT 01 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stefano Bui
SECRETARY OF THE COMMISSION

ISSUED:
9-29-98

State Tariffs
8140 Ward Parkway, 5 East
Kansas City, Missouri 64114-2006

EFFECTIVE:
10-01-98

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.10 Interruption of Service (continued)****.2 VPN/VPN Premieresm (N)**

An interruption is measured from the time Sprint verifies the interruption to the time service has been restored and an attempt has been made to notify the subscriber. (T)
When service is interrupted because of events other than those specified in Section 3.3.4, credit allowances will be made as set forth below.

- .1 For interruption of service through an access arrangement, subscriber will be credited for an interruption of twenty-four (24) consecutive hours or more at the rate of 1/720 of the minimum monthly charge for that Access Arrangement for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of service of less than twenty-four (24) consecutive hours. The credit for a monthly billing period shall not exceed the monthly rate.
- .2 For interruption of all service through a specific POP, subscriber will be credited for an interruption of thirty (30) minutes or more at the rate of 1/720 of the monthly charge for all Access Arrangements servicing subscriber at that POP for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of less than thirty (30) minutes. The credit for a monthly billing period shall not exceed the monthly rate.
- .3 For an interruption of leased facilities provided by an Other Common Carrier, or provided through facilities owned by Sprint, subscriber will be credited for an interruption of four (4) hours or more at 1/720 of the monthly charge for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of less than four (4) hours. The credit for a monthly billing shall not exceed the monthly rate.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

MAY 1 1994

**PURSUANT TO KRS 202.011,
SECTION 9(1)**

**BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER**

**ISSUED:
03-29-94**

**Donald R. Fowler
Manager - State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006**

**EFFECTIVE:
05-01-94**

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)**3.11 Cancellation for Cause**

The Company, by written notice to subscriber or applicant, may immediately cancel the application for and/or discontinue service without incurring any liability for any of the following reasons: (T)

- .1 Non-payment of any sum due to the Company for service for more than thirty (30) days beyond the date of rendition of the bill for such service. (T)
- .2 Non-payment of any sum due to the Company for service for more than 30 days beyond rendition of the bill on any Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or (T)
(T)
- .3 A violation of or failure to comply with any regulation governing the furnishing of service; or
- .4 An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service. (T)
- .5 Failure to post the deposit required by the deposit notice (See Section 3.9 -Deposits); or
- .6 Customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language. (T)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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11/18/2005
PURSUANT TO 807 KAR 5:011
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**ISSUED:
11-16-05**

**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:
11-18-05**
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.12 Disconnection of Service

(D)

By giving advance verbal or written notice, subscriber may disconnect service at any time following the one month (30 days) minimum service requirement except as otherwise specified for a particular service. (T)
(T)

The Company will have up to thirty (30) days to complete the disconnect. Subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the subscriber. (T)

.1 WATS, 800 Service, Sprint Clarity, 800 Premiere, SDS Premiere, Real Solutions, Business Sense, Single Source Solutions, and Sprint Business Flex (T)
(T)

By giving written notice, subscriber may disconnect at any time following the one month (30 days) minimum service requirement (or commitment term for Real Solutions and Business Sense) described in Section 3.5.

Written notification to the Company will be required thirty (30) days prior to the disconnection of service. Subscriber will be responsible for all charges for thirty (30) days or until disconnect is effected, whichever is sooner. (T)

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SECTION 9 (1)

By  **EFFECTIVE:**
11-18-05
Executive Director

INTERCITY TELECOMMUNICATIONS SERVICES

3 TERMS AND CONDITIONS (continued)**3.12 Disconnection of Service (continued)****.2 PRIVATE LINE Service****(T)****.1 CLEARLINE 1.5 Service**

The method and terms of service disconnection are outlined in the contract signed by the subscriber. In the event of early termination of the contracted service, the subscriber shall pay the Company a lump sum consisting of the following monthly charges and access charges. **(T)**

- .1 The current monthly charges for the unexpired portion of a contract's first year plus fifty percent (50%) of the same monthly rate for the remainder of the term.
- .2 Should the subscriber cancel within the first three months, the subscriber will be liable for the remainder of the three (3) month T-1 access charge or the local exchange company (LEC) minimum charge, whichever is greater.
- .3 A Customer will not be penalized for discontinuing a CLEARLINE 1.5 Service contract if:
 - .1 A revision in the CLEARLINE 1.5 Service tariff provisions results in a higher plan rates for the plan to which the subscriber has committed. The Customer may request affected circuits be disconnected up to 30 days after the effective date of the higher tariff rates without penalty. Otherwise, the Customer's existing agreement remains in effect and the new rates will be billed.
 - .2 The subscriber selects and commits to a new plan having higher monthly CLEARLINE 1.5 Service interexchange carrier (IXC) minimum revenue commitment for the same or longer term; or having a longer term for the same or higher monthly CLEARLINE 1.5 Service interoffice minimum revenue commitment.

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11/18/2005
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11-16-05**

**State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**

By  **EFFECTIVE:**
Executive Director 11-18-05

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.12 Disconnection of Service (continued).3 VPN/VPN Premiere

(T)

Subscriber may terminate any components upon advance notice subject to the minimum service period and any termination charges specified. Such notice shall be provided to the Company in writing. (T)

For leased facilities provided by Other Common Carriers, the minimum notice period for termination of service shall be equal to the minimum notice period imposed upon the Company by the Other Common Carrier providing the facilities. For services provided through facilities owned by the Company, the minimum notice period shall be 45 days. (T)

The subscriber will be liable for the usage charges incurred in the event that a subscriber continues to utilize the Company services beyond the date upon which the services are to be terminated. (T)

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11/18/2005
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ISSUED:
11-16-05

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

By  **EFFECTIVE:**
Executive Director 11-18-05

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.13 Mileage Between Rate Centers

The mileage between rate centers is calculated based on V & H coordinates as obtained by reference to National Exchange Carrier Association (NECA) Tariff No. 4.

Calculation for mileage between the Company's Points-of-Presence (POPs) for PRIVATE LINE Service is based on V & H coordinates as obtained by reference to the NECA Tariff No. 4.

Method of Calculation

The airline mileage between two (2) of the Company's service locations is calculated as follows:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

(T)

(T)

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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02-16-06

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2/20/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By  **IVE:**
Executive Director 02-19-06

INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.14 Service Hours/Rate Periods****.1 Service Hours**

Service is available twenty-four (24) hours a day, seven (7) days a week.

.2 Rate Periods

Calls that begin in one rate period and terminate in another rate period will be prorated accordingly.

- .1 The following rate periods are applicable to Business MTS Service and Operator Services calls placed by a business customer. The rate periods also apply to WATS (excluding Switched Hospitality Connection and Switched Hospitality Connection PlusSM), 800 Services, Single Source Solutions, Real Time, PublicFON, and Toll Free Access Collect calls.

The beginning rate period for outbound calls (MTS and WATS) is determined by the time at the point of origination or at the point of termination for inbound calls (800 Service).

(D)
|
(D)

Mon						Tues	Wed	Thu	Fri	Sat	Sun
8:00 AM to 5:00 PM*	Day Rate Period					Eve. Rate Period					
5:00 PM to 11:00 PM*	Evening Rate Period										
11:00 PM to 8:00 AM*	Night/Weekend Rate Period										

- To but not including.

PUBLIC SERVICE COMMISSION
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OFFICE

MAR 07 2003

PURSUANT TO KRS 202.001
SECTION 9(1)

BY Charles E. Smith
EXECUTIVE DIRECTOR

ISSUED:
02-26-03

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
03-01-03

INTERCITY TELECOMMUNICATIONS SERVICES3. TERMS AND CONDITIONS (continued)3.14 Service Hours/Rate Periods (continued).2 Rate Periods (continued)

- .2 The following rate periods are applicable to Sprint Service, Operator Service and Residential Toll Free Service calls placed by a residential customer. The rate periods also apply to FÖNCARD calls placed by residential customers with the following services: The Most, Option B Calling Plan, Sprint Worldwide, Sprint Worldwide II**, TimeBank, The Most II, Moonlight Madness, Option M-2 FÖNCARD.

The beginning rate period for outbound calls is determined by the time at the point of origination.

(D)
|
(D)

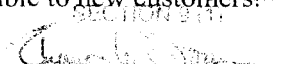
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
7:00 a.m. to 7:00 p.m.*	Day Rate Period					Weekend Rate Period	
7:00 p.m. to 7:00 a.m.*							
	Evening Rate Period						

* To but not including

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 6 1999

** Effective March 27, 1999, Sprint Worldwide II will no longer be available to new customers.

BY 
EXECUTIVE DIRECTOR

ISSUED:
02-26-03

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
03-01-03

INTERCITY TELECOMMUNICATIONS SERVICES3. TERMS AND CONDITIONS (continued)3.14 Service Hours/Rate Periods (continued).2 Rate Periods (continued)

- .3 The following rate periods are applicable to Sprint Clarity®/Sprint PremiereSM, VPN, Switched Hospitality ConnectionSM, Switched Hospitality Connection PlusSM, Residential Toll Free Service and Real Solutions VPN Operator Service calls.

The beginning rate period for outbound calls is determined by the time at the point of origination or at the point of termination for Sprint Clarity 800SM, and 800 PremiereSM.

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
8:00 AM to 5:00 PM*	PEAK						
5:00 PM to 8:00 AM*	OFF-PEAK						

- .4 The following rate periods are applicable to Sprint Sense Service. The beginning rate period for outbound calls is determined by the time at the point of origination.

(D)


	Mon	Tues	Wed	Thu	Fri	Sat	Sun
7:00 AM to 7:00 PM*	PEAK						
7:00 PM to 7:00 AM*	OFF-PEAK						

* To but not including.

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MAR 01 2003

PURSUANT TO 607 KAR 5-011
SECTION 5.01

BY 
EXECUTIVE DIRECTOR

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State Tariffs
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EFFECTIVE:
03-01-03

INTERCITY TELECOMMUNICATIONS SERVICES3. TERMS AND CONDITIONS (continued)3.14 Service Hours/Rate Periods (continued).2 Rate Periods (continued)

- .5 The following rate periods are applicable for Residential Toll Free Option A.
The beginning rate period is determined at the point of termination

(D)

(D)


	Mon	Tue	Wed	Thu	Fri	Sat	Sun
12:00 a.m. to 12:00 p.m.*	Peak					Off-Peak	

* To but not including.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EXECUTIVE

MAR 01 2003

PURSUANT TO KY REV STAT
SECTION 9.01

BY 
EXECUTIVE DIRECTOR

ISSUED:
02-26-03

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
03-01-03

INTERCITY TELECOMMUNICATIONS SERVICES3. TERMS AND CONDITIONS (continued)3.15 Obligations of the Subscriber.1 PRIVATE LINE Service, VPN and VPN Premiere

- .1 The Company shall be indemnified and saved harmless by the subscriber against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from combining with, or using in connection with, channels furnished by the Company or apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the channels provided by the Company. (T)
- .2 The facilities provided hereunder by the Company may be terminated in subscriber-provided terminal equipment or subscriber-provided communications systems. When such terminations are made, the subscriber shall comply with the minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry or other appropriate criteria as may be prescribed by the Company. (T)
- .3 The subscriber will be responsible for insuring that subscriber-provided signals will not result in interference with any of the services provided by the Company or interfere with others using services provided by the Company. Physical arrangements for protection of the Company's facilities serving the subscriber shall be employed if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility (LDF) and the intercity facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper technical parameters so as not to damage the Company's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring, and electrical outlets necessary for the proper operation of the Company's equipment on his premises. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.15 Obligations of the Subscriber (continued)****.1 PRIVATE LINE Service, VPN, and VPN Premiere (continued)**

- .4 The equipment and facilities which are connected with those of the Company shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Company. Such equipment and facilities shall be suitable to avoid hazard or damage to the Company's plant or injury to the Company's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Company at the subscriber's expense. (T)
- .5 Upon notice from the Company that the equipment or facilities of the subscriber, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference. (T)
- .6 Subscriber shall be liable for:
- .1 Reimbursing the Company for all loss through theft, fire, flood, or other catastrophes to the Company-provided facilities on subscriber's premises. (T)
- .2 Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful act of the subscriber's officers, employees, agents, or contractors. (T)
- .7 The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the subscriber at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service, removing the Company's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees, agents, or contractors. (T)

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3. TERMS AND CONDITIONS (continued)3.15 Obligations of the Subscriber (continued).2 VPN/VPN Premiere

In addition to the above, the following terms apply:

- .1 Subscriber or its Authorized Users may not rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company. (T)
(T)
- .2 Orders, including those for installation, connection, repair or termination, will be accepted only from subscriber or its authorized representative.
- .3 Subscriber shall be responsible for obtaining all permits, licenses, variances and other authorizations required by state and local jurisdictions for the installation and operation of the Company's facilities on subscriber premises. (T)
- .4 Subscriber shall be responsible for performing all construction and site engineering required at subscriber premises for the provision of services to subscriber hereunder.
- .5 Subscriber shall be responsible for the physical security of all Company-provided facilities located on subscriber premises and to be used in providing this service to subscriber from time of receipt by subscriber or an Authorized User to time of removal by the Company. (T)
(T)
- .6 Subscriber shall be responsible for the provision of personnel; power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring, and entrance facilities required for the facilities and services provided by the Company at subscriber premises. Such subscriber responsibilities shall be performed in accordance with procedures established by the Company for the installation and operation of Company facilities located on subscriber premises. (T)
(T)

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3. TERMS AND CONDITIONS (continued)3.15 Obligations of the Subscriber (continued).2 VPN/VPN Premiere (continued)

- .7 The subscriber shall be responsible for maintaining safe premises at which Company employees, suppliers or agents shall be installing or maintaining facilities provided by the Company or its agents. Subscriber's responsibility shall include compliance with all laws and regulations regarding the conditions thereat including, but not limited to, the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company, and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to Company employees, agents or property might result from installation or maintenance by the Company. (T)
- .8 Subscriber shall be responsible for cooperation with the Company in installation, trouble determination and fault isolation. (T)
- .9 Subscriber shall be responsible for furnishing information on a continuing basis as required by the Company to prepare, install, provide and maintain service. Such information includes, but is not limited to, interface protocols for private network interfaces. (T)
- .10 No subscriber or Authorized User may assign or delegate its responsibilities, duties, rights or obligations under this Tariff to any person, corporation or other entity without the written consent of the Company; provided, however, that subscriber may, without the Company's approval, assign or delegate such responsibilities, duties, rights or obligations to any subsidiary or affiliated organization or to any successor organization. (T)

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3. TERMS AND CONDITIONS (continued)

3.16 Cancellation of Application for Service

.1 PRIVATE LINE Service

When the subscriber or applicant has requested the Company to cancel the application (T)
for service, cancellation charges will apply as specified in the Company's Business
Schedule located at www.sprint.com/ratesandconditions (T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.16 Cancellation of Application for Service (continued)****.2 VPN/VPN Premiere**

- .1 An order for service may be cancelled by subscriber upon written notice to the Company, prior to Notice of Service Availability, subject to the cancellation and/or termination charges specified below. If the Company should assume a termination liability or other obligation for facilities leased from OCCs, that liability or obligation shall be the responsibility of subscriber. (T)
- .2 If the Company is unable to make any service component available to subscriber within ninety (90) days of the projected date of the availability of service specified in the Company's notification of the acceptance and confirmation for any reason other than (i) a failure on the part of subscriber to perform subscriber obligations specified in Section 3.15, (ii) causes beyond the Company's control specified in Section 3.3.4.1, or (iii) any change to subscriber's Application for Service concerning the service or service component that is made after notification to subscriber of the acceptance and confirmation thereof subscriber may cancel the application for such service component without charge. (T)
- .3 The charge for cancellation of an Application for Service shall be the lesser of (i) the monthly recurring rate and the minimum usage charge, as specified in the Company's Business Schedule located at www.sprint.com/ratesandconditions, for each cancelled service component multiplied by the appropriate minimum service period as specified in Section 3.5 plus applicable installation charges, or (ii) the costs incurred by the Company in preparing to furnish service, less net salvage. The costs incurred by the Company will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative; and any other costs resulting from the preparation, installation and removal effort. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.17 Suspension of Service****.1 VPN/VPN Premiere**

- .1 Upon written notice from subscriber, the Company will temporarily suspend service for any Access Arrangement(s). All monthly charges being billed by an Other Common Carrier will continue to apply to any suspended Access Arrangements. All other charges for any billing period in which service suspension occurs will be pro-rated over the billing period. Subscriber's request for temporary suspension must also contain the date upon which an Access Arrangement(s) is to be restored to service. This date will be met by the Company unless subscriber furnishes an alternate date upon at least ten (10) days notice. (T)
- .2 Temporary suspension of any Access Arrangement(s) shall be for at least fourteen (14) days and may not extend for more than three (3) consecutive billing periods. (T)

3.18 Change of Application for Service by Subscriber**.1 VPN/VPN Premiere**

An Application for Service may be changed by subscriber upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for services as specified in the Company's Business Schedule located at www.sprint.com/ratesandconditions and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period as specified in Section 3.5, plus the applicable installation charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage. The costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. (T)

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3. TERMS AND CONDITIONS (continued)**3.19 Operator Services**

Operator services are offered under the following terms and conditions:

- .1 The Company will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification to the Company. (T)
(T)
- .2 The Company will advise the caller and the billed party (if different from the end user), that the Company is the operator service provider at the time of the initial contact. (T)
(T)
- .3 The Company will provide rate quotes, including all rate components and any additional charges, upon request, at no charge. (T)
- .4 The Company will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of the Company and will not collect locations surcharges imposed by traffic aggregators. (T)
(T)
- .5 The Company will refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify. (T)
- .6 The Company's contracts with traffic aggregators will contain provisions which: a) Prohibit the blocking or interception of access to an end user's interexchange carrier of choice; and b) Prohibit the blocking or interception of 0- calls to the Local Exchange Carrier's operator; c) Prohibit the blocking or interception of O+ intraLATA calls; d) Provide for the prominent posting or display, on or near the telephones to be utilized by end users, setting forth the name of the carrier. Should the traffic aggregator violate these provisions, it will be subject to immediate termination of service after 20 days' notice to the owners of non-complying Customer premise equipment. (T)

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3. TERMS AND CONDITIONS (continued)**3.20 Restricted Service**

Under certain circumstances, as described below, a Customer's long distance service may be suspended, and the Customer routed to a receivables operator or a voice response unit if the Customer has incurred significant pre-bill charges and one or more of the following apply:

- the Customer does not have credit information available from one of the major credit reporting agencies;
- the Customer has poor credit based on industry standards;
- the Customer has not paid a bill in a timely manner; or
- the Customer's usage resembles fraudulent usage.

If the Customer is routed to a voice response unit, the Customer will be advised that their service has been restricted. The Customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.

The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the Customer to resume unrestricted service. For example, if the Customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges, Section 3.8), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the Customer (T) incurred similar charges with another carrier and paid such carrier in a timely manner.

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3. TERMS AND CONDITIONS (continued)

3.21 International Calling Rates

The international calling rates associated with all intrastate long distance calling plans are located in the Company's interstate Residential and Business Schedules at www.sprint.com/ratesandconditions.

(T)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.22 School and Library Discounts**

(N)

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of Sprint services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

.2 Application for Support**.1 E-Rate Program**

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by Sprint.

.2 Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by Sprint.

(N)

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INTERCITY TELECOMMUNICATIONS SERVICES**3. TERMS AND CONDITIONS (continued)****3.22 School and Library Discounts (continued)**

(N)

.3 Receipt of Support**.1 E-Rate Program**

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint bills) for all eligible customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

.2 Other Funding Sources

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

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3. TERMS AND CONDITIONS (continued)3.22 School and Library Discounts (continued)

(N)

.4 Failure to Obtain Support

- .1 The Customer will reimburse Sprint if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer's behalf. Customer will not be responsible for Support withdrawn due to Sprint's material failure to provide Service.
- .2 Sprint is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- .3 For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

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